

IT Professional Technical Services Master Contract Program T#:902TS

Statement of Work (SOW) For Technology Services Issued By

Minnesota Department of Office of Enterprise Technology

Project Title: IAM Staff Augmentation
Service Categories Architecture Planning & Assessment -
Technical; Web Applications Specialist - Java/JSP/Servlets

Business Need

OET is in the process of implementing an enterprise-wide Identity and Access Management (IAM) solution, and is in need of expert vendor knowledge of the Oracle Identity & Access Management suite of products. The vendor will provide OET with technical resource(s) to assist in the development/configuration of the Oracle Identity Manager product, version 11g (OIM), as well as other components of the Oracle 11g identity management suite. This version is new in the industry, and OET is among the first to implement the product at a state-wide level.

The vendor will provide a solution developer at the technical architect/functional engineering level with direct experience implementing identity functionality using the Oracle 11g identity manager product to help OET meet critical project implementation deadlines and to ensure customer satisfaction. This work is expected to be less than 800 hours of work.

In addition to active solution development, the vendor will assist OET staff with questions and problems related to the Oracle identity management 11g suite of products and to contribute to the as-built documentation of the solution.

Project Deliverables

The delivered product will be a production ready IAM environment, capable of accepting new and existing OET and customer applications that will use identity and access services. This environment is expected to be application ready by the end of the current calendar year. Deliverables will include:

- On-site product expertise / knowledge transfer with OET identity management implementation staff
- On-site solution development within OET hosted identity management development environment as directed by OET staff / management
- Migration of developed functionality to system test / production environments and documented process for the same
- Developed solution documentation for all work done on the project.

Project Milestones and Schedule

- Anticipated Project Start Date: December 8, 2011
- Key deliverable dates: Application production ready February 29, 2012
- End Date: June 30, 2012

Project Environment (State Resources)

- Staff descriptions:
 - a) Number of people on the project: OET staff consists of a technical/security architect, 3 principle engineers in web development, 1 principle security engineer, 2 engineers in middleware, 1 business analyst, 1 product manager, 1 security engineer, 1 testing coordinator, 1 principle engineer equivalent contractor, 3 managers, 1 director, 1 executive sponsor, governance consisting of multi-agency strategy and steering teams. Other staff including network, firewall, database and VMware engineers as necessary are used.
 - b) Project Manager Name: Chuck Tremain, Karen Carlson
 - c) Basic organizational structure (organizational chart) of the project: Building of solution is led by the Application Development team, with the System Security Plan, naming conventions, policies led by the Access Control security team.
- Current support structures in place (e.g. hardware/ software applications, training group, tools, etc.), especially those with which the vendor might have to interface or integrate. See a) above. The vendor may interface with any or all of these groups.

Agency Project Requirements

- All locations where the system might be implemented: The bulk of the work will be done on site at OET
- If the implementation will involve the training of staff: the vendor will provide knowledge transfer
- Compliance with the Statewide Enterprise Architecture: in compliance now
- Compliance with Statewide Project Management Methodology: in compliance now
- Compliance with applicable industry/agency standards: in compliance now

Responsibilities Expected of the Selected Vendor

- Vendor staffing: vendor will provide sufficient staffing to complete assigned tasks
- Project Documentation: vendor will provide as-built documentation
- Project management responsibilities: vendor will not have PM responsibilities
- Providing training/ knowledge transfer: expected
- Testing and acceptance criteria: vendor will assist OET in proper testing and acceptance of solution
- Warranty requirement: N/A
- Work plan: work will be directed by the technical/security architect

Required Skills

Required minimum qualifications:

- Previous experience in the development and implementation of Oracle Identity Management suite software version 11g
- Master Contract resource type(s)/ categories of Architecture Planning and Assessment – Technical and Web Applications Specialist – Java/JSP/Servlets
 - Years of experience: 3
 - Required Skill Type: Oracle OIM 11g development and implementation in an environment similar to the State of Minnesota's proposed statewide system

Process Schedule

- All times are Central Time Zone
- Deadline for Questions 11/29/2011, 4:30pm CST
- Anticipated Posted Response to Questions 11/30/2011, 4:30pm CST
- Proposals due 12/2/2011, 4:30pm CST
- Anticipated proposal evaluation begins 12/5/2011, 4:30pm CST
- Anticipated proposal evaluation & decision 12/6/2011, 4:30pm CST

Questions

Any questions regarding this Statement of Work should be submitted via e-mail by 11/29/2011, 4:30pm CST:
Name: Jim Steinwand

Department: Office of Enterprise Technology

Email Address: Jim.steinwand@state.mn.us

Questions and answers will be posted on the Office of Enterprise Technology website by approximately 11/30/2011, 4:30pm CST (http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html).

SOW Evaluation Process - Scoring

- Company (5%)
- Experience (45%)
- Three References (5%)
- Liability/Indemnification Clause chosen (10%)
- Work Plan (5%)
- Cost (30%)

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

Response Requirements

- Introduction
- Company overview
 - a) Company history, growth
 - b) Current financial data if publicly available
- Project Overview
- Detailed response to Requirements in this Statement of Work
 - a) Description of the vendor's understanding of the need and explanation of their proposed solution.
- Explain how the project will meet the requirements. Detailed response to "Project Approach"
 - a) Explain how the vendor will approach their participation in the project. This includes:
 - 1) Organization and staffing (including staff qualifications, resumes, etc.)
 - 2) Documentation of progress such as status reports
- Detailed response to staff augmentation
 - 1) Resume
 - 2) Cost
- References: Provide three clients using the solution
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
 - a) Affirmative Action Certificate of Compliance <http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 - b) Affidavit of non-collusion <http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - c) Certification Regarding Lobbying <http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
 - d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form (if applicable) <http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

Proposal Submission Instructions

- Response Information:
 - a) To whom to address the response: Jim Steinwand
 - b) Where to respond : jim.steinwand@state.mn.us
 - c) How to label the response: Attention: Staff Augmentation)
- How to submit: e-mail (the burden of proof for timely proposal delivery rests upon the vendor)
- Key dates:
 - a) Response due date: 12/2/2011, 4:30pm CST
 - b) Expiration date for the vendor's price/terms guarantee: 30 days
 - c) Constraints or rules on respondents (e.g. are there any restrictions as to whom the vendor is allowed to contact). Please contact Jim Steinwand only

- d) Vendors must submit candidate resumes directly to Jim Steinwand by 4:30pm CST on or before 12/2/2011. This may be done via an attachment to e-mail by the required time and due date.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability/Indemnification

Vendor to Select Liability/Indemnification language from options below:

VERSION 1 - 10 Points

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

VERSION 2 – 7.5 Points

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability.

VERSION 3 – 5 Points

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including reasonable attorney's fees incurred by the State for damages directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the State shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, the State's Attorney General's Office must provide consent and approval with respect to Contractor's ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of \$_____. **[Final amount to be determined with advice and counsel of agency AG representative].**

VERSION 4 – 2.5 Points

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including reasonable attorney's fees incurred by the State for damages directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the State shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, the State's Attorney General's Office must provide consent and approval with respect to Contractor's ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services

performed hereunder for an aggregate amount in excess of \$ _____. **[Final amount to be determined with advice and counsel of agency AG representative].**

In no event shall Contractor, its principals, members, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs.)

Vendor selection will be evaluated and scored as part of the proposal evaluation process.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

[Optional language when agency determines to preclude foreign outsourcing. NOTE: Must not be used when work order is expected to be in excess of the WTO threshold of \$554,000 or when it is being considered as part of the work order contract award evaluation criteria.]

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

STATE OF MINNESOTA
IT Professional Technical Services Master Contract Program Work
Order

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, Contract Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 *Effective date:* _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 *Expiration date:* _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____ [*Thorough Description of Tasks/Duties*]

3 Consideration and Payment

3.1 *Consideration.* The State will pay for all services performed by the Contractor under this work order as follows:

A. *Compensation.* The Contractor will be paid as follows: _____ [*For example; Resource Type hourly rate*]

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____.

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice and the attached OET Service Log for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Monthly. 10% per payment will be retained pursuant to (B) Retainage below.

(B) Retainage. Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this contract.

4 Authorized Representatives

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

5 Nonvisual Access Standards

Nonvisual access standards require:

1. The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
2. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
3. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
4. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

6 Liability [Insert selected language]

1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as
Stat.
required by Minn. Stat. §§16A.15 and 16C.05.*

Signed: _____

Date: _____

SWIFT Contract ID _____ PO #: _____

Date: _____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

*Individual certifies the applicable provisions of Minn.
§16C.08, subdivisions 2 and 3 are reaffirmed.*

By: _____

(with delegated authority)

Title: _____

Contractor Name:_____

[illegible]